

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Canadian Imperial Bank of Commerce,
As Collateral Agent

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other a Canadian chartered bank

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Assignment of Security Interest

Execution Date: 8/8/03

2. Name and address of receiving party(ies)

Name: U.S. Bank National Association,
Internal As Collateral Agent
Address:

Street Address: 800 Nicollet Avenue

City: Minneapolis State: MN Zip: 55402-7020

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other National Banking Association

If assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,827,617

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: KEVIN H. FINK

Internal Address: JONES DAY

Street Address: 901 Lakeside Ave.

City: Cleveland State: OH Zip: 44114

6. Total number of applications and
registrations involved:

158

7. Total fee (37 CFR 3.41): \$ 3,965.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

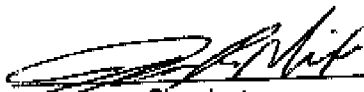
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(internal ref. 599920-000-034)

DO NOT USE THIS SPACE

9. Signature.

JAMES R. MIX

Name of Person Signing



Signature

6/18/04

Date

38

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Additional Trademark Numbers

Assignment of Security Interest From Canadian Imperial Bank of Commerce, As
Collateral Agent, to U.S. Bank National Association, As Collateral Agent

| NO. | MARK | STATUS | REG. NO./APP. NO. |
|-----|---------------------------------|------------|----------------------|
| 1 | BAKERS HEAVEN | Registered | 1,827,617 |
| 2 | BALLARD | Renewed | 851,547 |
| 3 | BALLARD (Stylized) | Registered | 595,284 |
| 4 | BICK'S (Stylized) | Renewed | 992,639 |
| 5 | BIG JO (and Design) | Renewed | 232,924 |
| 6 | BIXMIX (and Design) | Renewed | 757,473 |
| 7 | BURRUS LIGHT CRUST (and Design) | Renewed | 762,831 |
| 8 | CABIN HOME | Renewed | 792,343 |
| 9 | CHOCOLATE MANIA | Registered | 1,966,620 |
| 10 | CHOCOVIVA! | Registered | 1,893,708 |
| 11 | CINDERELLA (Stylized) | Renewed | 61,906 |
| 12 | CINDERELLA (Stylized) | Renewed | 589,403 |
| 13 | CONFETTI FUNFETTI | Registered | 2,670,442 |
| 14 | CORNBREAD CREATIONS | Registered | 2,828,630 |
| 15 | CORNERSTONE | Registered | 1,833,439 |
| 16 | "COTTON PICKIN' CORNBREAD" | Registered | 2,788,916 |
| 17 | CREAMY SUPREME | Registered | 1,919,083 |
| 18 | CREAMY SUPREME | Registered | 2,813,038 |
| 19 | DANIEL WEBSTER (and Design) | Renewed | 225,824 |
| 20 | DESIGN (SYRUP BOTTLE) | Registered | 2,345,771 |
| 21 | DESSERT TODAY | Registered | 2,128,714 |
| 22 | DOÑA LAPINA (Design) | Registered | 1,890,052 |
| 23 | DUTCH TREAT | Registered | 1,798,839 |
| 24 | EASY MASH'D | Registered | 2,820,492 |
| 25 | EXTRA LIGHTS | Registered | 856,649 |
| 26 | EXTREME FUDGE | Pending | 78/205,945 |
| 27 | EXTREME FUDGE CHUNK | Pending | 78/215,263 |
| 28 | FANTASIA (Stylized) | Registered | 797,541 |
| 29 | FARMHOUSE | Registered | 1,855,320 |
| 30 | FARMHOUSE (Design) | Registered | 2,745,639 |
| 31 | FIT FOR A PRINCE (Stylized) | Renewed | 61,905 |
| 32 | FLAP-STAX | Renewed | 793,750 |
| 33 | FUN CELEBRATIONS MADE EASY | Registered | 2,525,284 |
| 34 | FUNFETTI | Pending | 78/211,286 |
| 35 | FUNFETTI | Renewed | 1,593,288 |

| NO. | MARK | STATUS | REG. NO./APP. NO. |
|-----|--|------------|-------------------|
| 36 | FUNFETTI | Registered | 2,200,591 |
| 37 | FUNFETTI | Registered | 2,629,396 |
| 38 | FUNFETTI CAKE MIX | Registered | 1,593,289 |
| 39 | FUNFISH FUNFETTI | Registered | 2,670,443 |
| 40 | GLADIOLA | Registered | 1,469,282 |
| 41 | GLADIOLA (and Design) | Renewed | 825,031 |
| 42 | GOLDEN TEMPLE | Registered | 1,297,895 |
| 43 | GOLDEN TEMPLE (and Design) | Registered | 2,026,781 |
| 44 | GOLDRIM (and Design) | Renewed | 246,587 |
| 45 | GOLDRIM (and Design) | Renewed | 248,604 |
| 46 | GOOD 'N' MOIST | Registered | 1,550,390 |
| 47 | GOODNESS GRACIOUS, IT'S GOOD! | Registered | 2,775,788 |
| 48 | GOODNESS GRACIOUS, IT'S GOOD | Renewed | 879,581 |
| 49 | HAY MARKET | Renewed | 876,687 |
| 50 | HEARTY BAKED | Registered | 2,849,611 |
| 51 | HI-DEMAND | Registered | 1,486,369 |
| 52 | HIGH-M | Registered | 1,828,455 |
| 53 | HOT RIZE (and Design) | Renewed | 634,147 |
| 54 | HUNGRY JACK | Renewed | 339,297 |
| 55 | HUNGRY JACK | Renewed | 807,335 |
| 56 | HUNGRY JACK | Renewed | 829,863 |
| 57 | HUNGRY JACK | Renewed | 844,695 |
| 58 | HUNGRY JACK | Registered | 1,673,056 |
| 59 | HUNGRY JACK (Design Only) | Registered | 2,048,418 |
| 60 | IM (and Design) | Renewed | 1,051,674 |
| 61 | IM (and Design) | Registered | 1,237,030 |
| 62 | IM INTERNATIONAL MULTIFOODS (and Design) | Registered | 1,239,935 |
| 63 | INTERNATIONAL MULTIFOODS | Registered | 1,239,136 |
| 64 | JAMCO | Pending | 2,540,049 |
| 65 | JAMCO | Registered | 1,159,339 |
| 66 | JIM DANDY (and Design) | Registered | 1,198,172 |
| 67 | KEYNOTE (and Design) | Renewed | 134,431 |
| 68 | LA PINA | Registered | 330,485 |
| 69 | LIGHT CRUST | Renewed | 50,479 |
| 70 | LIGHT CRUST | Renewed | 502,439 |
| 71 | LIGHT CRUST (and Design) | Renewed | 615,415 |
| 72 | LITTLE PRINCESS (and Design) | Renewed | 767,929 |
| 73 | M MULTIFOODS (and Design) | Registered | 1,822,991 |
| 74 | MAKE IT DELICIOUS. MAKE IT FARMHOUSE | Pending | 75/652,832 |
| 75 | MARTHA WHITE | Pending | 78/197,628 |

| NO. | MARK | STATUS | REG. NO./APP. NO. |
|-----|--|------------|-------------------|
| 76 | MARTHA WHITE | Renewed | 884,253 |
| 77 | MARTHA WHITE (and Design) | Renewed | 1,587,016 |
| 78 | MARTHA WHITE (and Design) | Renewed | 1,587,017 |
| 79 | MARTHA WHITE (and Design) | Registered | 1,648,967 |
| 80 | MARTHA WHITE (Design Only) | Renewed | 883,866 |
| 81 | MARTHA WHITE BOLTED WHITE ENRICHED SELF- RISING (and Design) | Renewed | 726,321 |
| 82 | MARTHA WHITE COTTON PICKIN' | Renewed | 838,893 |
| 83 | MARTHA WHITE, A SOUTHERN FAMILY TRADITION | Registered | 2,826,578 |
| 84 | MARTHA WHITE'S CEE-LECT (and Design) | Renewed | 634,918 |
| 85 | MOIST SUPREME | Registered | 1,910,878 |
| 86 | MOIST SUPREME | Registered | 2,804,941 |
| 87 | MORNING MEDLEY | Registered | 1,784,317 |
| 88 | MOTHER'S BEST | Renewed | 678,544 |
| 89 | MOTHER'S BEST | Renewed | 697,877 |
| 90 | MOTHER'S BEST | Renewed | 798,613 |
| 91 | MULTIFOODS | Renewed | 958,641 |
| 92 | MULTIFOODS BAKERY PRODUCTS SINCE 1892 (and Design) | Registered | 1,872,643 |
| 93 | MULTIFOODS DISTRIBUTION (and Design) | Registered | 2,477,150 |
| 94 | NORSEMAN | Registered | 1,783,558 |
| 95 | OMEGA (and Design) | Renewed | 856,147 |
| 96 | PET | Registered | 728,611 |
| 97 | PET (Cow Head Design Only) | Registered | 200,923 |
| 98 | PET (Stylized) | Registered | 88,285 |
| 99 | PET COOLIE | Registered | 2,681,160 |
| 100 | RADIANCE ROSE | Renewed | 843,388 |
| 101 | RED BAND | Registered | 1,457,655 |
| 102 | RED BAND (Design) | Registered | 230,023 |
| 103 | RED RIVER | Registered | 2,163,140 |
| 104 | ROBIN HOOD | Renewed | 132,001 |
| 105 | ROBIN HOOD (Stylized) | Registered | 1,250,615 |
| 106 | ROBIN HOOD | Registered | 1,250,616 |
| 107 | ROBIN HOOD (and Design) | Renewed | 680,113 |
| 108 | ROBIN HOOD (Design Only) | Renewed | 777,509 |
| 109 | ROBIN HOOD (Design Only) | Renewed | 1,020,031 |
| 110 | SEAL OF MINNESOTA (Stylized) | Renewed | 611,828 |
| 111 | SEGO | Registered | 854,748 |
| 112 | SEGO (and Design) | Registered | 84,441 |

| NO. | MARK | STATUS | REG. NO./APP. NO. |
|-----|--|------------|-------------------|
| 113 | SHIP (Design Only) | Registered | 1,317,247 |
| 114 | SHOP PRIDE | Renewed | 1,113,721 |
| 115 | SNACKBATCH | Registered | 2,841,803 |
| 116 | SNOWDRIFT | Renewed | 136,636 |
| 117 | SNOWDRIFT (and Design) | Renewed | 67,061 |
| 118 | SOFTASILK (Stylized) | Registered | 208,874 |
| 119 | SPUDFLAKES OLD FASHIONED GOOD NEW FANGLED EASY (and Design) | Renewed | 828,935 |
| 120 | STAR D'LIGHTS | Registered | 2,134,556 |
| 121 | STAR-DEMAND | Registered | 1,551,168 |
| 122 | STARS & STRIPES | Pending | 76/421,510 |
| 123 | STARS & STRIPES | Registered | 2,744,453 |
| 124 | THE DAIRY GOODNESS PEOPLE | Registered | 2,810,540 |
| 125 | THE PERFORMANCE BEHIND THE PROMISE | Registered | 1,834,831 |
| 126 | THE TASTE OF ELEGANCE | Registered | 1,441,375 |
| 127 | TREAT TOPPERS | Pending | 78/200,837 |
| 128 | ULTRA WHITE | Renewed | 1,087,129 |
| 129 | ULTRA-RISE | Registered | 2,043,231 |
| 130 | VELVET | Renewed | 1,098,932 |
| 131 | WHO IS YOUR HUNGRY JACK? | Registered | 2,802,405 |
| 132 | PILLSBURY | Registered | 698,691 |
| 133 | PILLSBURY | Registered | 45,179 |
| 134 | PILLSBURY (and design) | Registered | 1,308,199 |
| 135 | PILLSBURY (and design) | Registered | 1,045,679 |
| 136 | PILLSBURY (and design) | Registered | 1,333,501 |
| 137 | PILLSBURY and Dotted Swiss (design) | Registered | 1,663,023 |
| 138 | PILLSBURY'S (and design) | Registered | 382,934 |
| 139 | PILLSBURY'S (and design) | Registered | 441,193 |
| 140 | PILLSBURY (stylized) | Registered | 563,259 |
| 141 | PILLSBURY'S (and design) | Registered | 45,182 |
| 142 | PILLSBURY'S BEST (and design) | Registered | 45,180 |
| 143 | PILLSBURY'S BEST (wheat design) | Registered | 1,818,089 |
| 144 | PILLSBURY'S BEST (stylized) | Registered | 552,213 |
| 145 | PILLSBURY'S BEST XXXX (and design) | Registered | 382,933 |
| 146 | PILLSBURY'S BEST XXXX (stylized) | Registered | 551,940 |
| 147 | PILLSBURY'S BEST XXXX FLOUR (and design) | Registered | 385,055 |
| 148 | PILLSBURY'S REY DEL NORTE (and design) | Registered | 216,568 |
| 149 | DOUGHBOY | Registered | 2,832,951 |

| NO. | MARK | STATUS | REG. NO./APP. NO. |
|-----|-----------------------------|------------|-------------------|
| 150 | DOUGHBOY (design – pos. 1) | Registered | 1,669,633 |
| 151 | DOUGHBOY (design – pos. 1) | Registered | 1,830,866 |
| 152 | DOUGHBOY (design – pos. 2) | Registered | 1,671,946 |
| 153 | DOUGHBOY (design – pos. 4) | Registered | 1,671,945 |
| 154 | DOUGHBOY (design – pos. 5) | Registered | 1,671,944 |
| 155 | DOUGHBOY (design – pos. 7) | Registered | 1,073,723 |
| 156 | DOUGHBOY (design – pos. 14) | Registered | 2,404,844 |
| 157 | DOUGHBOY POINTS | Registered | 2,475,291 |
| 158 | DOUGHBOY DIPPERS | Pending | 78/012,693 |

GLOBAL ASSIGNMENT AND ACCEPTANCE

This Global Assignment and Acceptance ("Agreement") is made as of August 8, 2003 by and among (i) INTERNATIONAL MULTIFOODS CORPORATION, a Delaware corporation (the "U.S. Borrower"), (ii) ROBIN HOOD MULTIFOODS INC., an Ontario corporation and a Subsidiary of the U.S. Borrower (the "Canadian Borrower" and, together with the U.S. Borrower, the "Borrowers"), (iii) those Canadian Revolving Lenders (the "Exiting Canadian Lenders") and those U.S. Revolving Lenders (the "Exiting U.S. Revolving Lenders" and collectively with the Exiting Canadian Lenders, the "Exiting Lenders") which are party to that certain Credit Agreement dated as of September 28, 2001 (as amended, supplemented, or otherwise modified from time to time prior to the date of this Agreement, the "Existing Credit Agreement"), by and between the Borrowers, the Exiting Lenders, RABOBANK INTERNATIONAL as Documentation Agent, UBS WARBURG LLC, as Syndication Agent, and CANADIAN IMPERIAL BANK OF COMMERCE, in its capacity as the U.S. Administrative Agent and in its capacity as the Canadian Administrative Agent under the Existing Credit Agreement (in such capacities, the "Existing U.S. Administrative Agent" and the "Existing Canadian Administrative Agent" and together, the "Existing Administrative Agents") and certain other parties and which are parties to this Agreement, (iv) the Existing U.S. Administrative Agent, (v) the Existing Canadian Administrative Agent and (vi) the Canadian Revolving Lenders (as defined in the New Credit Agreement referred to below, the "New Canadian Revolving Lenders") and the U.S. Revolving Lenders (as defined in the New Credit Agreement referred to below, the "New U.S. Revolving Lenders" and collectively with the New Canadian Revolving Lenders, the "New Lenders") party to the New Credit Agreement (as defined below).

RECITALS

WHEREAS, the Exiting Lenders, the Existing Administrative Agents and certain other parties have entered into the Existing Credit Agreement with the Borrowers;

WHEREAS, substantially simultaneously herewith, the New Lenders, U.S. Bank National Association, as U.S. Administrative Agent and as Canadian Administrative Agent (each as defined in the New Credit Agreement referred to below and, together, the "New Administrative Agents"), The Bank of Nova Scotia, as Canadian funding agent, the Borrowers and certain other parties are entering into an amendment and restatement of the Existing Credit Agreement and certain of the Loan Documents (as such term is defined in the Existing Credit Agreement, the "Existing Loan Documents") pursuant to an Amended and Restated Credit Agreement as of even date with this Agreement (the "New Credit Agreement") and the other Loan Documents (as such term is defined in the New Credit Agreement, the "New Loan Documents"); and

WHEREAS, the Exiting Lenders have agreed to assign their interests under the Existing Credit Agreement and Existing Loan Documents to the New Lenders, which interests will from and after the date of this Agreement, and upon satisfaction of the conditions precedent to the

effectiveness of the New Credit Agreement, be governed by the terms of the New Credit Agreement and the New Loan Documents.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy thereof which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Unless otherwise defined herein, terms defined in the Existing Credit Agreement and used herein have the meanings given to them in the Existing Credit Agreement.
2. Assignment to New Lenders. The Exiting Canadian Revolving Lenders and the Exiting U.S. Revolving Lenders hereby irrevocably sell and assign to the New Canadian Revolving Lenders and the New U.S. Revolving Lenders, respectively, without recourse to the Exiting Lenders, and, subject to the last sentence of this Section, the New Canadian Revolving Lenders and the New U.S. Revolving Lenders, severally but not jointly, hereby irrevocably purchase and assume from the Exiting Canadian Revolving Lenders and the Exiting U.S. Revolving Lenders, respectively, without recourse to the Exiting Lenders, as of the Effective Date (as defined below), the entire interest described in Schedule I hereto (the "Assigned Interest") in and to the applicable Exiting Lenders' rights and obligations under the Existing Credit Agreement and the Existing Loan Documents with respect to those credit facilities contained in the Existing Credit Agreement as are set forth on Schedule I hereto (individually, an "Assigned Facility," collectively, the "Assigned Facilities"), in a principal amount for each Assigned Facility as set forth on Schedule I hereto. Following such sale, assignment, purchase and assumption each New Lender shall own and have an interest in the Assigned Facilities in the amount of its Canadian Revolving Percentage and/or U.S. Revolving Percentage (each as defined in the New Credit Agreement), as applicable.
3. Payments on Effective Date. Upon the Effective Date, the amount of the U.S. Revolving Loans and Canadian Revolving Loans of the Exiting Lenders, including all principal, interest, fees and other amounts payable to the Exiting Lenders as of the Effective Date, shall be paid to the relevant Existing Administrative Agent in the amounts set forth in Schedule II hereto (and shall be distributed by such Existing Administrative Agent to the relevant Exiting Lenders), and the Exiting Lenders shall relinquish their respective rights and be released from their respective obligations under the Existing Credit Agreement and Existing Loan Documents except with respect to any such rights specifically stated to survive repayment of the Loans and all other amounts payable under the Existing Credit Agreement. From and after the Effective Date, each Exiting Lender relinquishes its rights and is released from its obligations under the Existing Credit Agreement and Existing Loan Documents except with respect to any rights specifically stated to survive repayment of the Loans and all other amounts payable under the Existing Credit Agreement and except to the extent such Exiting Lender is also a New Lender and has rights and obligations under the New Credit Agreement and the New Loan Documents.
4. Representations of Exiting Lenders. Each of the Exiting Lenders (a) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Existing Credit Agreement or with respect to the execution, legality, validity, enforceability, genuineness, sufficiency or value


IN WITNESS WHEREOF, the parties hereto have caused this Agreement and to be executed as of the date first above written by their respective duly authorized officers.

U.S. Borrower:

INTERNATIONAL MULTIFOODS
CORPORATION

By: Gregory J. Kemp
Its: Vice President and Treasurer

ROBIN HOOD MULTIFOODS INC.

By: 
Its: VICE PRESIDENT & TREASURER

Global Assignment and Acceptance
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Existing U.S. Administrative Agent,
Existing Canadian Administrative Agent,
Exiting Lender and New Lender:

CANADIAN IMPERIAL BANK OF COMMERCE

By: 

Name: Sam Marra

Title: Manager, Commercial Credit

By: 

Name: Patrick Ng

Title: Manager, Commercial Credit

By Lender:

BANK OF MONTREAL
(Toronto Branch)

By: R. Wright
Its: VICE - PRESIDENT

BANK OF MONTREAL
(Chicago Branch)

By: _____
Its: _____

BANK OF MONTREAL
(Toronto Branch)

By: _____
Its: _____

BANK OF MONTREAL
(Chicago Branch)

By: Lee M. Brodne
Its: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and to be executed as of the date first above written by their respective duly authorized officers on Schedule I hereto.

U.S. Borrower:

INTERNATIONAL MULTIFOODS
CORPORATION

By: _____
Its: _____

Canadian Borrower:

ROBIN HOOD MULTIFOODS INC.

By: _____
Its: _____


Existing U.S. Administrative Agent,
Existing Canadian Administrative Agent,
Exiting Lender and New Lender:


CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Its: _____

Exiting Lender:

BANCA NAZIONALE DEL LAVORO SPA


By: Francesco Di Mario
Its: Vice President


By: Carlo Vecchi
Its: Senior Vice President

Exiting Lender:

COOPERATIVE CENTRALE RAFFEISEN

By: _____
Its: _____

Exiting Lender:

THE GOVERNOR AND COMPANY OF THE
BANK OF SCOTLAND

Exiting Lender and New Lender:

THE BANK OF NEW YORK

By: 
John-Paul Marotta
Vice President

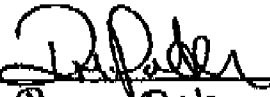
Signature Page to Global Assignment and Acceptance
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TRADEMARK
REEL: 002874 FRAME: 0015

Exiting Lender and New Lender:

THE BANK OF NOVA SCOTIA

By: 
Its: Kathleen Coulson
DIRECTOR

By: 
Its: Rose Porter
Director

Exiting Lender and New Lender:

BANK OF TOKYO-MITSUBISHI, LTD.,
Chicago Branch

By: Patrick McGuire
Its: Vice President & Manager

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TRADEMARK
REEL: 002874 FRAME: 0017

Exiting Lender and New Lender:

COOPERATIEVE CENTRALE RAFFEISEN-
BOERENLEENBANK, B.A., "RABOBANK
INTERNATIONAL" NEW YORK BRANCH *am*

By: *David W. Nelson*
Its: _____
David W. Nelson
Managing Director

By: *Ian Reece*
Name: Ian Reece
Title: Managing Director

New Lender:

FARM CREDIT SERVICES OF AMERICA, PCA

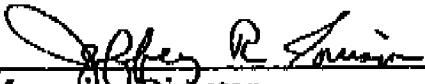
By: Y2 J. H.
Its: Vice President

Signature Page to Global Assignment and Acceptance
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TRADEMARK
REEL: 002874 FRAME: 0019

By Lender:

FARM CREDIT SERVICES OF MINNESOTA
VALLEY, PCA dba FCS COMMERCIAL
FINANCE GROUP

By: 
Its: Managing Director

Signature Page to Global Assignment and Acceptance
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TRADEMARK
REEL: 002874 FRAME: 0020

Exiting Lender:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: W. Jerome McDermott
Its: _____

W. JEROME McDERMOTT
DULY AUTHORIZED SIGNATORY

Signature Page to Global Assignment and Acceptance

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TRADEMARK
REEL: 002874 FRAME: 0021

Exiting Lender and New Lender:

GREENSTONE FARM CREDIT SERVICES,
ACA/FLCA

By: 

Alfred S. Compton, Jr.

Its: VP/Sr. Lending Officer

Signature Page to Global Assignment and Acceptance

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TRADEMARK
REEL: 002874 FRAME: 0022

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and to be executed as of the date first above written by their respective duly authorized officers on Schedule I hereto.

U.S. Borrower:

INTERNATIONAL MULTIFOODS
CORPORATION

By: _____
Its: _____

Canadian Borrower:

ROBIN HOOD MULTIFOODS INC.

By: _____
Its: _____

Existing U.S. Administrative Agent,
Existing Canadian Administrative Agent,
Exiting Lender and New Lender:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Its: _____

Exiting Lender:

THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND

By:  
Its: Authorized Signatories

Exiting Lender:

BANCA NATIONALE DEL LAVORO SPA

By: _____
Its: _____

Exiting Lender:

COOPERATIVE CENTRALE RAFFEISEN

By: _____
Its: _____

New Lender:

JPMORGAN CHASE BANK



By: B. B. Wuthrich

Its: Vice President

Signature Page to Global Assignment and Acceptance
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TRADEMARK
REEL: 002874 FRAME: 0024

By Lender:

JPMORGAN CHASE BANK

By: _____
Its: _____

JPMORGAN CHASE BANK,
Toronto Branch

By: D. McDonald
Its: _____
Drew McDonald
Vice President

Signature Page to Global Assignment and Acceptance
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TRADEMARK
REEL: 002874 FRAME: 0025

ing Lender and New Lender:

LASALLE BANK NATIONAL ASSOCIATION

By:  

Its: Commercial Banking Officer

Exiting Lender and New Lender:

LAURENTIAN BANK OF CANADA

By:  _____
Its: Senior Manager _____

Signature Page to Global Assignment and Acceptance

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TRADEMARK
REEL: 002874 FRAME: 0027

By Lender:

MIZUHO CORPORATE BANK, LTD.

By: Robert Gallagher
Its: VP & Team Leader

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TRADEMARK
REEL: 002874 FRAME: 0028

New Lender:


PNC BANK, N.A.

By: Chaon Hiffel

Its: Assistant Vice President

Exiting Lender: By: _____
Its: _____
THE NORINCHUNKIN BANK, NEW YORK

Exiting Lender: By: _____
Its: _____
THE PROVIDENT BANK

Exiting Lender: By:  _____
Its: CHRISTOPHER B. GRIBBLE
VICE PRESIDENT

Exiting Lender: WACHOVIA BANK NATIONAL ASSOCIATION
By: _____
Its: _____

Exiting [and New] Lender: RABOBANK NEDERLAND CANADIAN
BRANCH

By: _____
Its: _____

Exiting Lender and New Lender: U.S. BANK NATIONAL ASSOCIATION

By: _____
Its: _____

Exiting Lender and New Lender: GREENSTONE FARM CREDIT

By: _____
Its: _____

Exiting Lender and New Lender: THE BANK OF NEW YORK

Exiting Lender:

RABOBANK NEDERLAND CANADIAN
BRANCH

Govert Verstralen
General Manager


By: Principal Officer
Its:

C. J. H. S. J. A. V. R.

Signature Page to Global Assignment and Acceptance
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TRADEMARK
REEL: 002874 FRAME: 0031

ender:

SUNTRUST BANK

By: MICHAEL LAPRESS
Its: DIRECTOR

ng Lender and New Lender:

U.S. BANK NATIONAL ASSOCIATION

By: David G. Draper
Its: VP

Exiting Lender:

By: _____
Its: _____
THE NORINCHUNKIN BANK, NEW YORK

Exiting Lender:

By: _____
Its: _____
THE PROVIDENT BANK

Exiting Lender:

By: _____
Its: _____
WACHOVIA BANK NATIONAL ASSOCIATION

By: *[Signature]*
Its: DIRECTOR

Exiting [and New] Lender:

RABOBANK NEDERLAND CANADIAN
BRANCH

By: _____
Its: _____

Exiting Lender and New Lender:

U.S. BANK NATIONAL ASSOCIATION

By: _____
Its: _____

Exiting Lender and New Lender:

GREENSTONE FARM CREDIT

By: _____
Its: _____

Exiting Lender and New Lender:

THE BANK OF NEW YORK

Exiting Lender and New Lender:

WELLS FARGO BANK NATIONAL
ASSOCIATION

By: _____

Its: _____


Vice President

Signature Page to Global Assignment and Acceptance
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TRADEMARK
REEL: 002874 FRAME: 0035

Schedule I to
Global Assignment and Acceptance

Assigned Interests

| <u>U.S. Revolving Lender</u> | <u>U.S. Revolving Commitment</u> | <u>U.S. Revolving Percentage</u> |
|---|----------------------------------|----------------------------------|
| Banca Nazionale Del Lavoro SPA | \$4,545,455.00 | 6.06060667% |
| Bank of New York | \$6,818,182.00 | 9.09090933% |
| Bank of Tokyo-Mitsubishi, Ltd. | \$9,090,909.00 | 12.12121200% |
| Cooperatieve Centrale Raiffeisen-Boerenleenbank, B.A., "Rabobank International" New York Branch | \$5,654,101.00 | 7.53880133% |
| General Electric Capital Corporation | \$2,272,727.27 | 3.03030334% |
| Green Stone Farm Credit Services, ACA/FLCA | \$6,818,182.00 | 9.09090933% |
| LaSalle Bank National Association | \$4,545,455.00 | 6.06060667% |
| The Governor and Company of The Bank of Scotland | \$4,545,455.00 | 6.06060667% |
| The Provident Bank | \$1,818,182.00 | 2.42424267% |
| U.S. Bank National Association | \$12,308,203.00 | 16.41093733% |
| Wachovia Bank National Association | \$4,545,455.00 | 6.06060667% |
| Wells Fargo Bank NA | \$4,545,455.00 | 6.06060667% |

| <u>Canadian Revolving Lender</u> | <u>Canadian Revolving Commitment</u> | <u>Canadian Revolving Percentage</u> |
|------------------------------------|--------------------------------------|--------------------------------------|
| Canadian Imperial Bank of Commerce | C\$6,636,177.41 | 20.38608% |
| Bank of Nova Scotia | C\$11,780,146.78 | 36.18815% |
| Laurentian Bank of Canada | C\$7,068,088.71 | 21.71289% |
| Rabobank Nederland Canadian Branch | C\$4,712,058.07 | 14.47526% |
| Bank of Tokyo-Mitsubishi | C\$2,356,029.03 | 7.23763% |

| <u>Canadian Swingline Lender</u> | <u>Canadian Swingline Commitment</u> | <u>Canadian Swingline Percentage</u> |
|------------------------------------|--------------------------------------|--------------------------------------|
| Canadian Imperial Bank of Commerce | C\$7,500,000 | 100% |

***Capitalized terms used in this Schedule have the meanings given to them in the Existing Credit Agreement**

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Schedule II to
Global Assignment and Acceptance

Payoff Amounts

U.S. Revolving Loans

Bank of New York
ABA: 021-000-018
Account Name: CIBC, NY Branch
Account No.: 890-0331-046
For Further Credit Account Name: Agented Loans
For Further Credit Account No.: 07-09611
Attention: Agency Services
Ref: International Multifoods Payoff

| | |
|----------------------------------|--------------------|
| Outstanding Principal: | \$36,184,159.96 |
| Accrued Interest and Fees | \$ 118,541.78 |
| <u>Estimated Breakage Costs:</u> | <u>\$ 2,455.71</u> |

Total Amount: \$36,305,157.45

Canadian Revolving Loans

Bank of New York
ABA: 021-000-018
Account Name: CIBC, NY Branch
Account No.: 890-0331-046
For Further Credit Account Name: Agented Loans
For Further Credit Account No.: 07-09611
Attention: Agency Services
Ref: International Multifoods Payoff

| | |
|----------------------------------|---------------------|
| Outstanding Principal: | \$21,569,260.80 |
| <u>Accrued Interest and Fees</u> | <u>\$ 34,971.23</u> |
| Total Amount: | \$21,604,232.03 |